

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)		SET ASIDE <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT		TYPE:		PAGE 1	OF PAGES 10
1. REQUEST NO. DTFAAC-12-R-02119		2. DATE ISSUED 02/15/2012		3 REQUISITION/PURCHASE REQUEST NO. AC-12-02119		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG.1 →	
5a. ISSUED BY FEDERAL AVIATION ADMINISTRATION P.O. BOX 25082 ATTN: AMQ-210 OKLAHOMA CITY OK 73169						6. DELIVERY Please Specify _____	
5B. FOR INFORMATION CALL (NO COLLECT CALLS)						7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (SEE SCHEDULE)	
NAME Lori Lemons Email: lori.lemons@faa.gov FAX: (405) 954-3111			TELEPHONE NUMBER AREA CODE 405 NUMBER 954-5487		9. DESTINATION a. NAME OF CONSIGNEE AML-1000 Crate Shop		
8. TO BE COMPLETED BY QUOTER:						b. STREET ADDRESS 6500 S MacArthur Blvd	
a. NAME			b. COMPANY			c. CITY Oklahoma City	
c. STREET ADDRESS						d. STATE OK	
d. CITY			e. STATE		f. ZIP CODE 73169		
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date) 03/13/2012 3 P.M. CST			IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.				
11. SCHEDULE (Include applicable Federal, State and local taxes)							
<p>The contractor shall furnish all labor, tools, materials, equipment, and supplies, necessary to accomplish the Shelter HVAC Replacement project set forth, in accordance with the attached Statement of Work, and all other terms, conditions, and provisions as set forth herein.</p>							
Line #	Description						Price
0001	Dust collector equipment						
0002	New sheet metal duct work material						
0003	Freight for materials						
0004	Installation labor including new ducting and removal of old ducting						
TOTAL							
12. DISCOUNT FOR PROMPT PAYMENT OFFERED		a. 10 CALENDAR DAYS (%)		b. 20 CALENDAR DAYS (%)		c. 30 CALENDAR DAYS (%)	
		d. CALENDAR DAYS		NUMBER		PERCENTAGE	
NOTE: Additional provisions and representations <input checked="" type="checkbox"/> are <input type="checkbox"/> are not attached.							
13. NAME AND ADDRESS OF QUOTER				14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER				16. SIGNER			
b. STREET ADDRESS							
c. COUNTY				a. NAME (Type or print)		b. TELEPHONE	
d. CITY				e. STATE		f. ZIP CODE	
				c. TITLE (Type or print)		NUMBER	

A MANDATORY pre-proposal conference is scheduled for February 23, 2012 at 2:00 P.M. CST. Please advise the Contract Specialist, Lori Lemons ph: (405) 954-5487 or lori.lemons@faa.gov of your intent to attend by February 21, 2012 at 3:00 P.M. CST. If no responses are received from vendors concerning the site visit by this date, the site visit will be cancelled with no further notification.

MANDATORY PRE-PROPOSAL CONFERENCE

(a) Prospective offerors are invited to attend the MANDATORY pre-proposal conference to be held in Conference Room D110 of the Logistics Support Facility (LSF), Mike Monroney Aeronautical Center, 6500 S. MacArthur Blvd., Oklahoma City, Oklahoma. The conference will be held on **February 23, 2012, at 2:00 p.m. CST** for the purpose of clarifying the requirement and to permit general discussions regarding this solicitation. There will also be a tour through the crate shop to provide offerors an opportunity to view the work site. Attendees should enter the Aeronautical Center's main west entrance gate on South Regina Avenue and proceed to the Security Command Center just inside this entrance. Guards at the Security Command Center will direct attendees to the Logistics Support Facility.

(b) Offerors should advise the Contracting Officer of the number of persons they intend to have present at the conference no later than two (2) days prior to the day of the meeting. The following information should be furnished about those who will attend the conference:

- (1) Name of company represented
- (2) Name and title of representative
- (3) Phone number
- (4) E-mail address

(c) In order that questions may be placed on the agenda for discussions or so that more definitive responses can be made, all prospective offerors are required to submit any questions they may have regarding this acquisition, **in writing via email only**, to the Contract Specialist, Lori Lemons at lori.lemons@faa.gov by 3:00 p.m. CST on **February 21, 2012**. Any questions not received in sufficient time to gather answers prior to the conference, along with those generated in writing during the conference, will be answered in writing as soon as possible following the conference. Remarks, explanations, or answers to questions provided at this conference shall not qualify the solicitation terms unless such remarks, explanations, or answers are in the form of a formal written amendment to the solicitation.

TECHNICAL EVALUATION - a Low-Prices, Technically Acceptable (LPTA) evaluation will be conducted. The source selection evaluation shall be conducted based on four evaluation factors: Organizational Experience, Past Performance, Key Personnel, and Technical Criteria. These factors are of equal weight and importance.

Factor 1 - Organizational Experience

Factor: Demonstrate the experience of the offeror and/or proposed team, including sub-contractors, on projects same/similar to that described in the Statement of Work for same/similar work.

The Offeror shall complete a minimum of three (3), but no more than five (5), "Organizational Experience Information" forms, attached in response to this factor. All blocks must be filled in and all data should be accurate, current, and complete. All projects submitted must have been underway or completed within the last 3 years. At least two (2) of the projects provided must be valued at over \$30,000. If the Offeror does not have prior prime contracts to cite, then the Offeror may cite instances on which it has served as a primary subcontractor.

If any of the information required is not included in the form then the Offeror will be considered non-responsive and evaluated as unacceptable.

Failure to demonstrate the minimum acceptability standards under this factor will result in a “NO GO” rating and possible elimination from further consideration for contract award.

Factor 2 – Past Performance

Factor: Past performance will be evaluated based upon information received by the FAA from individuals and organizations that the vendor has identified as being familiar with the work ethic, standards, performance, and deliverables demonstrated through previous or ongoing contracts of a similar nature, including but not limited to projects submitted under Factor 1, Organizational Experience.

Past performance shall demonstrate ability to deliver quality product/services, demonstrate ability to achieve program objectives; and demonstrate overall performance on similar work.

The Technical Team will conduct telephone surveys to contractor’s customers on past performance for projects submitted under Factor 1 and may use any other sources of past performance information for same / similar work, or other projects, available to the Government. The Government may contact points of contacts listed on the “Organizational Experience Information” forms submitted under Factor 1.

Failure to demonstrate the minimum acceptability criteria under this factor will result in a “NO GO” rating and elimination from further consideration for contract award. Offerors with no past performance information will receive a “NO GO” rating for this factor.

Factor 3 – Key Personnel

Factor: The Offeror must provide resume’ data for the following key personnel: Site Superintendent, Lead Installer. Resume’ information to be provided shall be limited to no more than one (1) page per person and shall include the following information as a minimum:

- Name and title
- Project assignment
- Name of firm with which associated
- Years’ experience with this firm and with other firms
- Education degree(s), year, specialization, if applicable
- Active professional registration (e.g.; Mechanical, Electrical, Industrial, Structural), year first registered, if applicable or mechanical/air filtration system design or installation licenses (licenses e.g.; plumbing, HVAC, or electrical journeyman licenses will be accepted in place of professional registration)
- Other experience and qualifications relevant to same/similar work required under the Statement of Work for this contract

Resume should reflect particular expertise required by the contractor and/or subcontractor(s) includes knowledge of Combustible Dust Regulations (OSHA), Consensus Standards NFPA 654/654, ANSI Z9.2-160, and ANSI Z33.1-1961; experience in / with air filtrations system design, long-term service, and turnkey installation services for dust collecting equipment.

The Government will review the resumes provided in response to Factor 3. Offerors must demonstrate all of the following minimum acceptability standards to receive a “GO” on this factor.

The offeror must demonstrate in all resumes that the key personnel proposed have:

- an engineering degree or applicable licenses\certifications in the field of work governed by the position they are assigned to (if applicable to the position); AND
- a minimum of 5 years of professional experience in their field; AND
- a minimum of 5 years of experience same/similar to the work in the Statement of Work (i.e., industrial air filtrations system design, long-term service, and turnkey installation services for dust collecting equipment) for the position the Offeror’s employees are assigned to under this contract.

Failure to demonstrate the minimum acceptability standards under this factor will result in a “NO GO” rating and possible elimination from further consideration for contract award.

Factor 4 – Technical Criteria

Factor: The Offeror must provide documentation that the following key equipment specifications/requirements are met:

- A.) 5,100 CFM minimum dust collection system rated for an outside uncovered environment.
- B.) The system complies with SMACNA Industrial Construction standards and will meet OSHA standards.
- C.) 35 cubic foot minimum air-tight self-dumping dust storage hopper with fork pockets (designed to maintain a negative pressure (20-inch water column) and a minimum of a 37 cubic foot elevated hopper with slide gate.
- D.) The fan discharge shall be fitted with an acoustical silencer (less than 80 dba at 10 feet).
- E.) Negative Pressure ductwork fitting shall be round and have a wall thickness of 2 gauges (one even gauge number) heavier than the lightest allowable gauge of the downstream section of duct to which they are connected. Air duct branch entrances shall be constructed so that air streams converge at angles no greater than 45 degrees (International Mechanical Code). All seams welded/sealed to ensure air tightness. Elbows shall be constructed with a minimum centerline radius equal to 1.5 times the elbow diameter.
 - The proposed equipment manufacturer has been in business of manufacturing dust collector systems for a minimum of no less than five (5) years.
 - Manufacturer's standard warranty shall be no less than one (1) year for all components. Vendor shall provide a copy of manufacturer's standard warranty

The Government will review the documentation provided in response to Factor 4. Offerors must provide documentation for all of the above to receive a "GO" on this factor.

ANY ORDER AWARDED AS A RESULT OF THIS PROPOSAL WILL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS.

3.2.2.5-1 Terms and Conditions-Simplified Purchases (Services and Supplies) (October 2011)

(a) 3.1-1 Clauses and Provisions Incorporated by Reference (October 2011) This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

3.1.7-2 Organizational Conflicts of Interest (August 1997)
 3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (May 2011)
 3.2.5-1 Officials Not to Benefit (April 1996)
 3.2.5-3 Gratuities or Gifts (January 1999)
 3.2.5-4 Contingent Fees (October 1996)
 3.2.5-5 Anti-Kickback Procedures (October 2010)
 3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)
 3.3.1-1 Payments (April 1996)
 3.3.1-15 Assignment of Claims (April 1996)
 3.3.1-33 Central Contractor Registration (January 2008)
 3.3.1-34 Payment by Electronic Funds Transfer/Central Contractor Registration (February 2009)
 3.3.2-1 FAA Cost Principles (October 1996)
 3.6.1-7 Limitations on Subcontracting (July 2008)
 3.6.2-8 Affirmative Action Compliance (April 1996)
 3.6.2-9 Equal Opportunity (August 1998)
 3.6.2-13 Affirmative Action for Workers With Disabilities (October 2010)
 3.6.2-38 Certification of Knowledge Regarding Child Labor End Products (July 2007)
 3.6.2-39 Trafficking in Persons (January 2008)
 3.6.3-16 Drug Free Workplace (February 2009)
 3.6.4-2 Buy American Act-Supplies (July 2010)
 3.6.4-10 Restrictions on Certain Foreign Purchases (January 2010)
 3.9.1-1 Contract Disputes (October 2011)
 3.9.1-2 Protest After Award (August 1997)
 3.9.1-3 Protest (October 2011)
 3.10.1-7 Bankruptcy (April 1996)
 3.10.1-25 Novation and Change-of-Name Agreements (October 2007)
 3.13-4 Contractor Identification Number-Data Universal Numbering (DUNS) Number (April 2006)
 3.13-5 Seat Belt Use by Contractor Employees (January 1999)
 3.13-13 Contractor Policy to Ban Text Messaging While Driving (February 2011)

(b) The Contractor shall comply with the following additional AMS clauses, incorporated by reference, unless the circumstances do not apply:

3.1.7-6 Disclosure of Certain Employee Relationships (July 2009)
 3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (October 2010)
 3.3.1-24 Fast Payment Procedures (October 1996)
 3.6.2-2 Convict Labor (April 1996)
 3.6.2-3 Walsh-Healey Public Contracts Act Representation (October 2010)
 3.6.2-4 Walsh-Healey Public Contracts Act (October 2010)
 3.6.2-5 Certification of Nonsegregated Facilities (February 2009)
 3.6.2-12 Equal Opportunity for Veterans (February 2011)
 3.6.2-14 Employment Reports on Veterans (February 2011)
 3.6.2-28 Service Contract Act of 1965, as Amended (October 2010)
 3.6.2-31 Fair Labor Standards Act and Service Contract Act-Price Adjustment (April 1996)

(c) The Contractor shall comply with the following AMS provisions or clauses that the Contracting Officer has indicated as being incorporated by reference:

- ☐ 3.6.3-13 Recycle Content and Environmentally Preferable Products (April 2009)
- ☐ 3.6.3-20 IEEE 1680 Standard for the Environmental Assessment of Personal Computers (January 2011)
- ☐ 3.6.3-20 Alternate I IEEE 1680 Standard for the Environmental Assessment of Personal Computers (January 2011)
- ☐ 3.10-1-8 Suspension of Work (August 1998)
- ☒ 3.10.1-9 Stop Work Order (October 1996)
- ☐ 3.10.1-9 Stop Work Order, Alternate I (October 1996)
- ☐ 3.10.1-10 Stop Work Order-Facilities (June 1999)
- ☐ 3.10.1-11 Government Delay of Work (April 1996)
- ☒ 3.10.1-12 Changes-Fixed Price (April 1996)
- ☐ 3.10.1-12 Changes-Fixed Price, Alt I (April 1996)
- ☐ 3.10.1-12 Changes-Fixed Price, Alt II (April 1996)
- ☐ 3.10.1-12 Changes-Fixed Price, Alt III (April 1996)
- ☐ 3.10.1-12 Changes-Fixed Price, Alt IV (April 1996)
- ☐ 3.10.1-12 Changes-Fixed Price, Alt V (April 1996)
- ☐ 3.10.1-13 Changes-Cost-Reimbursement (April 1996)
- ☐ 3.10.1-13 Changes-Cost-Reimbursement, Alt I (April 1996)
- ☐ 3.10.1-13 Changes-Cost-Reimbursement, Alt II (April 1996)
- ☐ 3.10.1-13 Changes-Cost-Reimbursement, Alt III (April 1996)
- ☐ 3.10.1-13 Changes-Cost-Reimbursement, Alt IV (April 1996)
- ☐ 3.10.1-13 Changes-Cost-Reimbursement, Alt V (April 1996)
- ☐ 3.10.1-26 Contractor Performance Assessment Reporting System (July 2011)
- ☒ 3.10.6-1 Termination for Convenience of the Government (Fixed-Price) (October 1996)
- ☐ 3.10.6-2 Termination for Convenience of the Government (Educational and Other Nonprofit Institutions) (October 1996)
- ☐ 3.10.6-3 Termination (Cost-Reimbursement) (October 2011)
- ☐ 3.10.6-3, Alt I Termination (Cost-Reimbursement) Alternate I (October 1996)
- ☐ 3.10.6-3, Alt II Termination (Cost-Reimbursement) Alternate II (January 1998)
- ☐ 3.10.6-3, Alt III Termination (Cost-Reimbursement) Alternate III (October 1996)
- ☐ 3.10.6-3/alt4 Termination (Cost-Reimbursement) Alternate IV (October 1996)
- ☐ 3.10.6-3/alt5 Termination (Cost-Reimbursement) Alternate V (October 1996)
- ☒ 3.10.6-4 Default (Fixed Price Supply and Services) (October 1996)
- ☐ 3.10.6-5 Default (Fixed-Price Research and Development) (October 1996)
- ☐ 3.10.6-6 Default (Fixed Price Construction) (October 1996)
- ☐ 3.10.6-7 Excusable Delays (October 1996)

(d) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

3.1-1 Clauses and Provisions Incorporated by Reference (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>

- 3.2.5-2 Independent Price Determination** (October 1996)
- 3.6.1-1 Notice of Total Small Business Set-Aside** (January 2010)
- 3.10.1-24 Notice of Delay (Feb 2009)**
- 3.10.4-2 Inspection of Supplies - Fixed Price** (November 1997)
- 3.10.4-4 Inspection of Services - Both Fixed-Price & Cost Reimbursement** (April 1996)
- 3.11-34 F.O.B. Destination** (April 1999)

NOTICE TO SUPPLIER: This is a firm order ONLY if your price does not exceed the maximum line item or total price in the Schedule. Submit invoices to the Contracting Officer. If you cannot perform in exact accordance with this order, WITHHOLD PERFORMANCE and notify the Contracting Officer immediately, giving your quotation.

NO SUBSTITUTE OR CHANGE: No substitution or changes shall be made without prior approval of the Contracting Officer.

The following special requirements in full text apply to this purchase order / contract:

3.2.2.3-20 Electronic Offers (July 2004)

- (a) The offeror (you) may submit responses to this SIR by the following electronic means of fax and email.
Your offer must arrive at the place and by the time specified in the SIR.
- (b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions.
- (c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.
- (d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.
- (e) Send your offer electronically to fax (405) 954-3111 or lori.lemons@faa.gov
- (f) If you choose to send your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

3.8.2-17 Key Personnel and Facilities (May 1997)

- (a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.
- (b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.
- (c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.
- (d) The key personnel and/or facilities under this contract are:

[List key personnel and/or facilities]

Environmental, Safety and Health (July 2008)

CLA.0090

(a) The Contractor shall ensure that no person employed on this contract works in surroundings or under conditions that are unsanitary, hazardous, or dangerous to their health or safety. The contractor shall also ensure that all employees receive appropriate and required training for safety, health, environmental, and equipment operations. In fulfilling these requirements, the Contractor shall comply with:

(1) Applicable Federal, State, and local environmental and safety requirements. This includes, but is not limited to, requirements contained in the U.S. Code of Federal Regulations (e.g. 29 CFR, 42 CFR, and 40 CFR) and/or requirements issued by the Oklahoma Department of Environmental Quality and the Oklahoma Corporation Commission.

(2) Supplemental Federal and FAA environmental, safety and health requirements contained in Executive Orders, FAA, and Mike Monroney Aeronautical Center (MMAC) Environmental, Safety and Health Orders, or elsewhere in the contract. Other standards used by the FAA include those sponsored by the National Fire Protection

Association (NFPA), the American National Standards Institute (ANSI), the American Society of Testing and Materials (ASTM), etc. This list of standards or laws is not inclusive.

(3) The MMAC Environmental Policy which states:

"The Mike Monroney Aeronautical Center is fully committed to the Administrator's Environmental Management Policy to achieve and maintain excellence and leadership in protecting the environment, and the health and safety of its employees and neighbors. In keeping with this commitment, we will accomplish our mission in a manner that will minimize environmental consequences. All organizations at the Aeronautical Center are responsible to ensure that environmental considerations are integrated into their daily activities and operations to:

- *Ensure compliance with all applicable environmental requirements*
- *Minimize pollution and waste*
- *Conserve natural resources*
- *Continually improve environmental performance*

Aeronautical Center personnel shall be committed to this policy by providing products and services in a manner that demonstrates our good stewardship of the environment."

(4) The requirements of the MMAC Environmental Management System (EMS) which is modeled after the specifications found in the International Standard for Environmental Management, ISO 14001 (2004). The MMAC EMS requires that all contractors that provide goods and services that can affect MMAC's environmental programs shall, prior to start of performance of work under this contract:

(i) Ensure that all employees supporting the contract work activities are:

- Aware of the MMAC Environmental Policy as set forth in paragraph (a)(3) above;
- Aware of and conform with the Operational Control documents referenced as attachments in Section J of this contract;
- Competent to perform assigned job functions and maintain appropriate records of training or equivalent experience as identified in the above referenced Operational Control documents. Such records shall be made available to the CO or COTR upon request.

(ii) Ensure that employees requiring unescorted access to the site have received the MMAC EMS Employee Awareness and MMAC General Employee Training. This training is available on-line at: https://employees.faa.gov/employee_services/regcent_services/mmac/amp/env/mgt_system/.

(iii) Complete and sign the "Certification of Contractor Conformance to the MMAC EMS" included in Section K of this contract. Contractor's signature of this certification certifies that the contractor has verified that all MMAC EMS requirements have been or will be met and that work performed hereunder shall be in conformance with the MMAC EMS. Submission of this certification is a prerequisite for contract award.

(5) The MMAC Occupational Health and Safety (OHS) Policy which states:

"The Mike Monroney Aeronautical Center is dedicated to excellence and leadership in protecting the environment and the health and safety of our employees and neighbors. It is our policy to ensure that employees, students and visitors are provided with workplaces that are free from recognized hazards that may cause serious illness or injury. In keeping with this commitment; we will implement, maintain and continually improve our health and safety performance by utilizing a comprehensive Occupational Health and Safety Management System which:

- *Ensures compliance with all applicable occupational safety and health requirements*
- *Identifies hazards, assesses risks and implements controls*
- *Prevents injury and illness*
- *Establishes health and safety objectives*

Aeronautical Center personnel demonstrate their commitment to this policy by providing products and services in a manner that ensures a healthy and safe work environment for employees, students and visitors."

(b) If the Contractor works more than 1000 employee-hours in one quarter on the MMAC Campus, the Contractor shall prepare and submit an annual report of injury and illness information regarding this workforce as specified in 29 CFR 1904. The report shall be submitted to the Contracting Officer **not later than November 30 of each year** and contain the following information (Note: the following references to fiscal year refer to the Governmental fiscal year, October 1 through September 30):

(1) The number of employee-hours worked during the preceding fiscal year;

(2) The number of OSHA recordable cases (defined as mishaps that result in fatalities, lost workdays, medical treatment, restricted workdays or a loss of consciousness) that occurred during the preceding fiscal year;

(3) The number of cases which resulted in days away and/or restricted/transferred duty that occurred during the preceding fiscal year.

(c) If there are conflicts between any of the requirements referenced in this contract, the more stringent requirement will prevail.

(d) If the Contractor fails or refuses to promptly comply with any environmental, safety or health requirements stated in this Clause, the Contracting Officer (CO) will notify the Contractor of any such noncompliance and the Contractor shall take immediate corrective action. Such notice, whether oral or written, when served on the Contractor or any of its employees at the site of the work, shall be deemed sufficient. If the Contractor fails or refuses to promptly correct the condition, the CO may stop all or any portion of the work. When satisfactory corrective action has been taken, the contractor shall request permission to resume work from the CO. No time extension or additional costs, resulting from the directive to stop work shall be allowed. Failure of the CO to provide notice of noncompliance or to stop work shall not relieve the Contractor of its responsibility for the safe performance of the work.

(e) The Contractor shall require contract personnel to wear personal protective equipment when it is necessary because of the hazards on the job and in most instances will provide the equipment and corresponding training, except that which has been specified to be furnished by FAA. All personal protective equipment worn by contractors shall comply with applicable industry standards.

(f) Contractors shall include a clause in all subcontracts to require subcontractors to comply with this clause.

Emergency Situations and Exercises during Contract Performance (September 2001) CLA.4548

(a) Emergency situations and exercises are temporary exceptions to the prohibition of contractor personnel not being subject to the direction and control of Government personnel when performing non-personal contract services in FAA facilities.

(b) All contractor personnel at a FAA work site or facility during an actual emergency shall conform to the procedures posted or directed by FAA officials responsible for emergency response at that site or facility. Such officials include evacuation wardens/monitors, security personnel, Emergency Readiness Officers, management, etc.

(c) Contractor personnel shall participate in all emergency exercises, including evacuations, as part of performance under this contract. On rare occasions and based on advance arrangements that are then *announced at the time of an exercise*, contractor personnel will be excused from evacuations.

(d) Contractor management/supervisors shall ensure that each contractor employee assigned work in FAA facilities possesses a general awareness of emergency and evacuation procedures at all locations where the employees might be during an emergency or exercise. Information on emergency procedures may be requested from the Contracting Officer's Technical Representative or a designated FAA contact point at the work site.

Inspection and Acceptance - Inspection and acceptance of the services performed under this contract shall be at destination, as set forth in the Statement of Work.

Place of Performance - Services shall be accomplished at FAA facilities as set forth in the Statement of Work.

Delivery Schedule - All deliverables shall be in accordance with the provisions set forth in the Statement of Work.

Warranty – Commercial Products and Services (Jun 2006)

CLA.4529

The contractor's standard commercial warranty shall be deemed to be a part of this contract unless otherwise specified. If the contractor does not have a standard warranty, the warranty provisions of UCC Article 2 shall apply.

3.10.1-22 Contracting Officer's Technical Representative (Jan 2008)

(a) The Contracting Officer may designate other Government personnel (known as the Contracting Officer's Technical Representative) to act as his or her authorized representative for contract administration functions which do not involve changes to the scope, price, schedule, or terms and conditions of the contract. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the contract. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.

(b) The Contractor shall immediately contact the Contracting Officer if there is any question regarding the authority of an individual to act on behalf of the Contracting Officer under this contract.

Personnel and Supervision (October 2006)

CLA.4556

The contractor shall designate sufficient supervisory personnel to meet task outcomes. Contract supervisors will provide day-to-day supervision of contract personnel including, but not limited to, work monitoring, payroll records, leave, etc. At no time will FAA personnel assume any responsibility for the supervision of contractor personnel. Government assistance will be available to provide technical and policy guidance through the assigned COTR.

Save Harmless and Indemnity Agreement (January 1997)**CLA.3211**

The contractor shall save and keep harmless and indemnify the Government against any and all liability, claims, and costs of whatsoever kind and nature of injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this contract, resulting in whole or in part from the negligent acts, fault or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or any subcontractor.

Statement of Work

**Statement of Work
Wood Dust Collector
AML-1000 Distribution Center Division, AML-1030 Crating Branch
Revised 2-10-2012**

1. General

This Statement of Work (SOW) addresses the need to replace the existing dust collector and duct work system for the AML-1000 Distribution Center Crate Shop in the Logistics Support Facility (LSF) at the FAA Mike Monroney Aeronautical Center (MMAC), Oklahoma City, OK.

2. Scope of Work

This is a "Design-Build" specification. The contractor shall bear responsibility for the design. Contractor shall provide drawings that will be approved by FAA Architecture and Engineering Division, AMP-400, and Facilities and Environmental Engineering, AMP-100A, prior to commencement of installation work. Drawings should be provided to the FAA within 7 days after award. Contractor shall provide and install a complete 5,100-CFM minimum continuous duty cyclone type of dust collector system. The dust collector shall be designed for outside conditions. Scope of work and materials shall include:

1. Contractor shall furnish and install one (1) new 5,100 CFM minimum wood dust collection system consisting of one (1) 30" high efficiency cyclone dust collector with a 37 cubic foot minimum elevated hopper with slide gate, one (1) air-tight 35 cubic foot minimum self-dumping dust storage hopper with fork pockets and hinged lid designed for 20-inch water column, one (1) 460/3P master control panel with contacts for remote starting, all new conveying duct, fittings, and hooding as required to comply with Sheet Metal and Air Conditioning Contractors Association (SMACNA) Industrial Construction standards. Blower discharge shall include one (1) discharge silencer. System discharge shall not return to the building to ensure air quality for Crate Shop employees. The new dust collector and installation for the new duct work will meet Occupational Safety and Health Act (OSHA) standards.
2. Contractor shall provide rigging and installation materials including hardware, labor, man-lift, material lift equipment, and cartage of all discarded sheet metal. The contractor will also be responsible for removing all the old existing duct work from machines to the existing old dust collector system. The Contractor will be responsible for hauling and disposal of the old duct work from FAA premises. FAA will excess the old dust collector at a later date after the new dust collector system is in operation.
3. All items of equipment and materials described in these specifications are to be furnished, installed and placed into proper operating condition in accordance with good industrial ventilation practice and manufacturer's written or published instructions.
4. The dust collector will be installed by the contractor on an existing concrete pad located outside the exterior west wall of the LSF Area E Crate Shop. The contractor will be responsible for any exterior wall penetrations required for connecting the duct work and the proper sealing of the penetration to ensure air tightness for energy and water leaks concerns. The duct work will be

connected by the contractor to (6) six power equipment machines located in the Crate Shop. The contractor will include one (1) flexible vacuum hose connection for each of the (4) radial arm saws for general cleanup purposes. FAA will provide electrical site prep, including relocating the existing inter-connected stop/start control wires from the old existing dust collector to a contact terminal inside a new control panel provided by the contractor. FAA will provide 460/3P/60A wiring from an existing breaker panel to a new control panel supplied by and installed by the contractor. The contractor will install the control panel on the exterior of the LSF building adjacent to the new dust collector. The contractor will perform electrical connections from the dust collector to the new control panel. See Attachment 1. "Crate Shop" floor plan layout identifying equipment locations for ducting.

5. Contractor shall perform the following:

Review access requirements for new equipment delivery, equipment storage and security requirements, inspect condition of preparatory work performed by other trades. FAA will provide storage space near the Crate Shop for contractors for material and equipment.

Review Packing, Shipping, Handling and Unloading: Deliver components with protective packaging. Store in original protective crating and covering in a dry location.

Review existing conditions and verify dimensions of installation areas by field measurements.

Coordinate layout and installation with other work and fixtures, including lighting, fixed equipment, work stations, HVAC equipment, and fire suppression system components.

Coordinate location and requirements of service-utility connections with FAA.

Provide proper personnel lifting devices; e.g., Genie Lifts, and ensure workers follow proper OSHA procedures during all overhead work and electrical lock out procedures.

3. Objectives

Serve as a replacement to 25 year old dust collector and inadequate duct work system.

Provide safe working conditions for the Crate Shop by dust and chip removal from the power tool equipment listed below.

4. Personnel

The contractor will provide delivery and installation of the dust collector with connection to the equipment listed below. Contractor shall be experienced in installing dust collector systems similar to that indicated in this SOW.

5. Equipment Requirements and Ventilation Duct Work Requirements

DUST COLLECTOR

New dust collector shall be capable of providing a continuous cyclonic or similar cleaning for a volumetric flow rate of 5,100 SCFM minimum.

The dust collector shall have an explosion relief venting design per National Fire Protection Association standards: NFPA 68: Standard on Explosion Protection by Deflagration Venting, NFPA 69: Standard on Explosion Prevention Systems, and NFPA 654: Standard for the Prevention of Fire and Dust Explosions from the Manufacturing, Processing, and Handling of Combustible Particulate Solids. Contractor shall provide drawings for the explosion relief venting design that will be approved by FAA Architecture and Engineering Division, AMP-400, and Facilities and Environmental Engineering, AMP-100A, prior to commencement of installation work.

The cyclone dust collector shall be a bolted and welded construction gauge carbon steel designed for 20-inch water gauge.

Dust Collector shall come with a minimum of 37 cubic foot internal elevated hopper with slide gate providing a minimum of 54 inches of clearance to ground level.

The support stand overall foot print shall be designed to be able to be installed on a 90" x 84" x 6" concrete foundation with a slope of 1/8 inch per foot. The width between the support stand to be designed to permit removal and access for a ground level 35 cubic foot minimum self-dumping hopper. The self-dumping hopper foot print shall be designed to have a minimum of 3 inch clearance from all support stand supports to allow for removal by a fork truck operator.

Final dust storage shall be one (1) 35 cubic foot minimum self-dumping hopper with fork pockets designed to maintain a negative pressure (20-inch water column).

The dust collector shall be a cyclone type of dust collector equipment.

STORAGE HOPPERS

The collector shall have two (2) dust storage hoppers:

1. The collector support stand shall also support a 37 cubic foot minimum storage hopper with slide gate. Discharge shall have a minimum ground clearance of 54 inches and be fitted with a properly sized flexible hose and 55-gallon drum cover adapter to fit the adapter of the second hopper.
2. The final hopper shall be a 35 cubic foot minimum self-dumping hopper with fork pockets and equipped with a lid and flanged collar to receive the 55-gallon drum cover adapter. Lid shall also have a hinging part to permit unloading. Self-dumping hopper must be air tight and capable of 20-inches of water column.

SUPPORT STAND

The collector support stand width must accommodate easy removal of the self-dumping dust storage hopper.

FAN MOTOR

A minimum of a 20 horsepower sized blower motor shall be mounted on the dust collector. The motor type shall be totally enclosed fan-cooled (TEFC) with a 1.15 service factor or better and rated for 230-460/3P service.

Location: The preferable fan blower motor location shall be collector mounted and pulling air through the dust collector.

Silencing: The fan discharge shall be fitted with acoustical silencing to less than 80 dBA minimum at 10 feet.

VENTILATION DUCT WORK DESIGN

Negative Pressure System: The duct design shall balance by design and shall provide continuous ventilation to the following tools:

Four (4) radial arm saws: each saw shall receive a 6-inch duct with 800 CFM of ventilation. Each location shall be equipped with a 6-5-3 branch lateral; the 5-inch branch shall have a full cut-off gate with 3-inch orifice in the "closed" setting. The existing radial arm hoods shall be modified to receive a 5-inch collar and ducting. The 3-inch branch shall be fitted with a 3-inch x 15-foot urethane rubber flex hose for general housekeeping within 15 feet of the saw.

One (1) self-feeding table saw: this saw shall receive a 7-inch duct with 1100 CFM which shall serve one (1) 6-inch, one (1) 5-inch hood, and one (1) 3-inch orifice for general housekeeping. The 3-inch branch shall be fitted with a 3-inch x 15-foot urethane rubber flex hose for general housekeeping within 15 feet of the saw.

One (1) standard table saw: this saw shall receive 5-inch duct with 550 CFM. No gates required.

No floor sweeps are required.

DUCT CONSTRUCTION

Ductwork Type and Materials: Duct shall be accepted for industry practice for industrial duct construction for class 2 material handling and for a negative pressure of 16 to 20-inch water column (SMNA). The ductwork material shall be galvanized steel with gasket cam-lock quick coupling joints.

Negative Pressure Ductwork Fittings: Shall be round and have a wall thickness 2 gauges (one even gauge number) heavier than the lightest allowable gauge of the downstream section of duct to which they are connected (International Mechanical Code).

Air Duct Branch Entrances: Factory fabricated fittings or factory fabricated duct/tap assemblies constructed so that air streams converge at angles no greater than 45 degrees (International Mechanical Code).

All Seams: welded and, if necessary, internally sealed to ensure air tightness. Elbows shall be constructed with a minimum centerline radius equal to 1.5 times the elbow diameter.

Negative Pressure Ductwork Design Velocities: All duct and fittings designed to convey dirty air shall have a minimum conveying velocity of 3800 FPM and a maximum conveying velocity of 4400 FPM.

ELECTRICAL

Furnish and mount one (1) 460 volt 3-phase UL master control panel within 10 horizontal feet of the dust collector. Control panel shall be constructed with a National Electrical Manufacturer's Association (NEMA) 3R or NEMA 4 enclosure containing a main disconnect, primary fuses, NEMA motor starter with overload protection, 460 volt to 120 volt step-down transformer with fuses, reduced voltage remote stop/start control terminal block, and equipment name plates.

Established electrical service disconnect point and a control connection point will be installed by the FAA for the contractor's use. Contractor shall connect to the existing power connection point and control wiring connection point that will be established by the FAA. Contractor shall perform dust collector system start-up.

FOUNDATION

A new concrete foundation will be provided by the Government. Contract will be responsible for verifying levelness and provide any additional concrete or shims required to install dust collector equipment on foundation.

INSTALLATION

Install the industrial air filtration system in accord with manufacturer's instructions, the original design and referenced industrial ventilation standards.

ADJUSTING

Adjust and balance ventilation system for proper operation. Replace any parts that prevent the system from operating properly.

CLEANING

The Contractor (you) must keep the work area, including storage areas, free from waste material accumulations at all times. Before completing the work, you must remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not FAA's property. Upon completing the work, you must leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer (CO). Clean all exposed surfaces to as fabricated condition and appearance.

PROTECTION

Contractor to provide protection of the completed installation until completion of the project. Upon project completion, FAA will provide any guard rail protection around the exposed perimeter of dust collector unit as recommended by AMP-400.

6. Deliverables

DRAWINGS

Drawings shall be submitted to FAA within 7 days after award.

EQUIPMENT AND INSTALLATION

Delivery and installation shall occur within 60 days after acceptance of drawings.

TRAINING

Upon completion (within one working day) of project installation, the contractor shall provide training for all personnel involved with the operation of the industrial air filtration, including preventative maintenance procedures. The training session shall be performed in person by a representative of the manufacturer or installer of the filtration system.

WARRANTY

Contractor to provide a copy of manufacturer's standard warranty for all components.

MANUFACTURER MANUALS

Upon contract closeout, contractor shall provide Installation, Operation and Maintenance data manuals, including spare parts list.

7. Hours of Performance

Operations shall be maintained and be consistent with Government personnel working hours Monday through Friday (excluding holidays) unless otherwise specified. Normal primary hours of performance for contractor personnel, unless otherwise specified, are from 6:00 a.m. to 6:00 p.m. Due to safety concerns of the overhead duct work and the Crate Shop operation's work load, the working hours will be extended to 9:00 p.m. during the week days and 6:00 a.m. to 4:00 p.m. on

Saturdays. The contractor is expected to minimize disruption and downtime to current Crate Shop Operations. The working hours for all overhead duct work in the Crate Shop will be limited to 4:00 p.m. to 9:00 p.m. Upon shut down of the current dust collection system, the new dust collection system shall be in operation within five (5) five working days. FAA will utilize existing portable “point-of-use” dust collectors to keep the Crate Shop in operation during the system conversion.

8. Submittals

None

9. Safety and Environmental

Combustible Dust Regulations (OSHA):

The OSHA regulations that mention combustible dust - 29 CFR 1910.6, 1910.22, 1910.94, & 1910.307 - relate to housekeeping, ventilation, and electrical safety.

Consensus Standards:

The equipment must meet the design and installation standards in NFPA 654: Standard for the Prevention of Fire and Dust Explosions from the Manufacturing, Processing, and Handling of Combustible Particulate Solids - 2006 Edition

The equipment must meet the design and installation standards in NFPA 664: Standard for the Prevention of Fire and Explosions in Wood Processing and Woodworking Facilities - 2007 Edition

ANSI Z9.2-1960: Fundamentals Governing the Design and Operation of Local Exhaust Systems (Incorporated by reference in 29 CFR 1910.6)

ANSI Z33.1-1961: Installation of Blower and Exhaust Systems for Dust, Stock, and Vapor Removal or Conveying (Incorporated by reference in 29 CFR 1910.6)

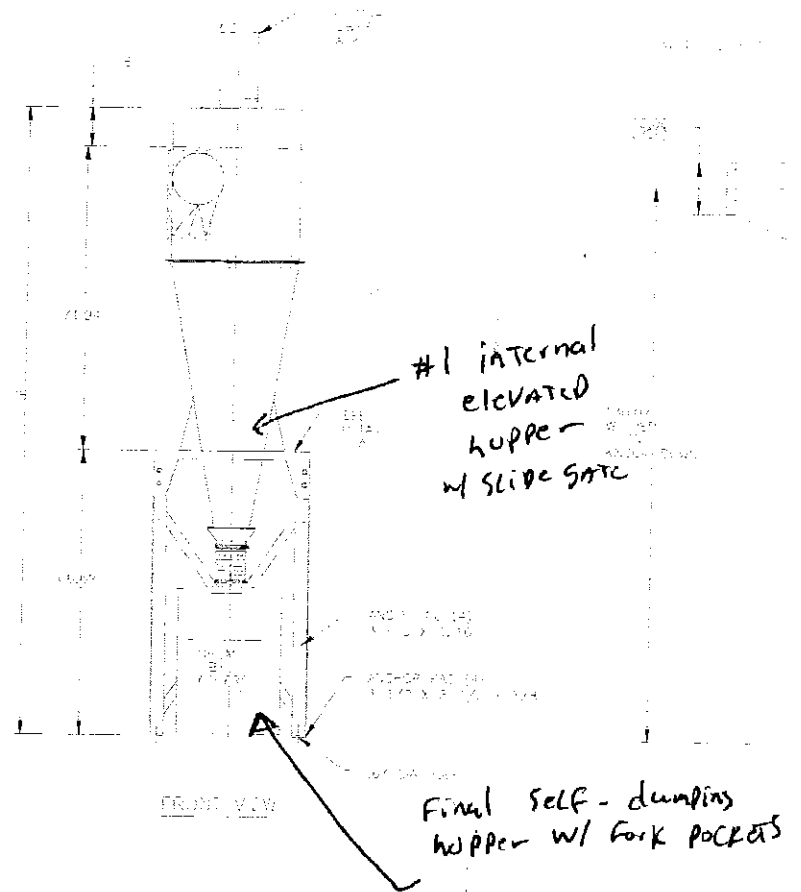
Local Environmental & Safety Operational Controls:

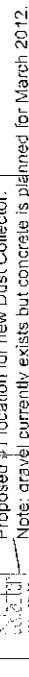
The following are links to comprehensive lists of safety and environmental controls for the Logistics Center:

Safety: <http://aml000doc/docushare/dsweb/View/Collection-2609>

Environmental: <http://aml000doc/docushare/dsweb/View/Collection-1799>

Drawings





Wage Determination

General Decision Number: OK120032 01/27/2012 OK32

Superseded General Decision Number: OK20100034

State: Oklahoma

Construction Type: Building

County: Oklahoma County in Oklahoma.

BUILDING CONSTRUCTION PROJECTS, Excluding incidental utility work, (does not include residential construction consisting of single family homes and apartments up to and including 4 stories, sewage and water treatment plants or the construction, alteration and repair of any facility engaged in manufacturing).

Modification Number	Publication Date
0	01/06/2012
1	01/20/2012
2	01/27/2012

ASBE0094-004 07/16/2010

	Rates	Fringes
Asbestos/Insulator Worker.....	\$ 27.29	12.96

SCOPE OF WORK:

Includes application of all insulation materials, protective coverings and finishings to all types of mechanical systems.

BROK0005-001 06/01/2010

	Rates	Fringes
BRICKLAYER.....	\$ 24.28	8.63

ELEC1141-006 07/13/2011

	Rates	Fringes
ELECTRICIAN.....	\$ 27.15	\$4.70+17.25%

* ELEV0063-001 01/01/2012

	Rates	Fringes
Elevator Constructor Mechanic.....	\$ 35.75	23.535

FOOTNOTE:

a. Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day., Vacation Pay Credit: Employer contributes 8% of the basic hourly rate for employees with 5 years or more of service or 6% of the basic hourly rate for employees with 6 months to 5 years of service.

ENGI0627-010 06/01/2011

	Rates	Fringes
Power Equipment Operator		

All Crane Type Equipment with at least 100 ft. and less than 200 ft. of boom (including jib); All Tower Cranes; Crane Equipment (as rated by mfg.) 3 cu. yd. and over); Guy derrick; Whirley.	\$ 23.35	10.52
All Crane Type Equipment with at least 200 ft. of boom and less than 300 ft. of boom (including jib).....	\$ 23.90	10.52
Bobcat.....	\$ 22.25	10.52
Cement Mixers:		
18 Cu. Ft. and over.....	\$ 19.50	10.52
Less than 18 Cu. ft.....	\$ 19.50	10.52
Cherry Picker.....	\$ 22.75	10.52
Cranes with less than 100 ft. of boom with jib and Cranes (as rated by mfg.) less than 3 cu.; Overhead		
Monorail type crane.....	\$ 22.75	10.52
Oiler.....	\$ 19.00	10.52

IRON0048-003 06/01/2010

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 22.10	11.08

PAIN0807-003 01/01/2010

	Rates	Fringes
Painters:		
Paperhanger.....	\$ 16.25	3.30
Roller.....	\$ 15.25	3.30
Spray.....	\$ 15.25	3.30

PLAS0518-025 03/01/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 23.50	10.80

PLUM0344-004 07/02/2011

	Rates	Fringes
PLUMBER/PIPEFITTER (Including HVAC Work).....	\$ 29.58	12.97

ROOF0143-001 06/01/2010

	Rates	Fringes
ROOFER, Including Built Up, Composition and Single Ply Roofs.....	\$ 19.87	5.85

SHEE0124-007 07/01/2011

	Rates	Fringes
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Sheet Metal Worker (Including
HVAC Work).....\$ 29.45 12.20

SUOK1995-001 09/07/1995

	Rates	Fringes
Carpenters: (Excluding Drywall hanging & Acoustical Installation).....\$ 11.90		
DRYWALL FINISHER/TAPER.....\$ 12.83		2.53
DRYWALL HANGER (Including Acoustical Installation & Metal Stud/Lath in Connection with Drywall Hanging).....\$ 11.29		.10
FLOOR LAYER: Carpet.....\$ 15.10		1.52
GLAZIER.....\$ 12.17		
INSULATOR - BATT.....\$ 12.85		3.30
IRONWORKER, STRUCTURAL (Excluding Metal Building Erection).....\$ 12.03		
Laborers:		
Brick Tender.....\$ 8.69		
Common.....\$ 7.37		
Plaster Tender.....\$ 9.30		1.31
LATHER.....\$ 15.06		2.15
METAL BUILDING ERECTOR.....\$ 9.12		
Painters:		
Brush.....\$ 12.50		2.53
PLASTERER.....\$ 15.69		
Power Equipment Operator		
Asphalt Laydown Machine.....\$ 9.00		
Backhoes.....\$ 14.06		3.49
Bulldozers.....\$ 14.40		2.58
Forklifts.....\$ 12.15		3.53
Graders.....\$ 12.60		2.57
Hole Diggers.....\$ 14.40		2.00
Loaders.....\$ 11.36		2.40
Rollers.....\$ 11.72		2.05
SPRINKLER FITTER.....\$ 15.87		5.58
TILE SETTER.....\$ 14.61		

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter

* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Operational Control Documents

Operational Control Document

A. Significant OSH Hazard: Respiratory

B. Objective(s): Comply with applicable regulations and other requirements

C. Document Control Code: AML30-OC-10.1-1

D. Date: June 17, 2009 (Original)

Revision Date:

- February 2, 2010: Annual Review – Changed Section 2 to refer to MMAC OSHMP and updated Authorization section.
- April 5, 2011: Annual Review – Added two sources to Section 1. Updated Section 8 Competence.

1. Source of Hazard (activities):

- Personnel entering and attending confined spaces
- Personnel handling hazardous material/waste
- Personnel sanding items that could potentially generate hazardous dusts and/or vapors
- Personnel painting in AML-4000 contract paint booths

2. Legal and Other Requirements (specific to activities):

- Refer to Section 5 of MMAC-OSHMP-10.1, Legal & Other Requirements.
- Logistics Center Support Contracts

3. Operational Controls (such as engineering, administrative where applicable):

- Ensure that confined spaces are not entered until evaluated.
- Obtain confined space entry permits where applicable.
- Use respiratory protection in accordance with instructions and training received.
- Ensure that employees requiring respiratory protection receive medical screening examinations for the type of respirator and the nature of work to be performed.

WI-ENG-BB-01

WI-2020-10-Safety-001

4. Maintenance plan(s) for the operational controls:

- Operational controls shall be reviewed at least annually by the Logistics Center's designated OSHMS coordinator.

5. Actions to be taken if controls fail:

- Conduct after-action meeting(s), if necessary, to determine the root cause of failure(s) and modify the documentation and any associated training.

6. Record(s):

- Maintain training records for all affected Logistics Center employees and minutes of all after-action meetings if controls fail.

7. Responsibility:

Controls (from Section 3 above)	Responsible Individual
WI-ENG-BB-01	Logistics Center EOSH Coordinator
WI2020-Safety-001	AML-2020 Responsible Personnel
Ensure that confined spaces are not entered until evaluated.	Responsible division or branch personnel
Use respiratory protection in accordance with instructions and training received.	Responsible division or branch personnel
Ensure that employees requiring respiratory protection receive medical screening examinations for the type of respirator and the nature of work to be performed.	Responsible division or branch management
Obtain confined space entry permits where applicable.	Responsible division or branch personnel

8. Competency (as evidenced by training, experience, or education.)

Title or Name	Competence
Logistics Center EOSH Coordinator	Certified Safety Professional, Registered Environmental Professional
AML-2020 Responsible Personnel	Safety Training & Work Experience
Responsible division or branch personnel	Confined Space Entry Training
Responsible division or branch management	Confined Space Entry Training

Authorization *Michelle Coppedge*

Date *4/16/11*

Top Management Michelle Coppedge

Operational Control Document

A. Significant OSH Hazard: Electrical

B. Objective(s): (1) Comply with applicable regulations and other requirements & (2) protect Logistics Center personnel from serious electrical & stored energy hazards

C. Document Control Code: AML30-OC-3.1-2

D. Date: June 16, 2009 (Original)

Revision Date:

- September 16, 2009: **Annual Review.** Added AML-2000 LOTO WIs to Section 3 & made associated updates to Sections 7 & 8.
- March 14, 2011: **Annual Review.** Updated Top Management name.

1. Source of Hazard (activities): The sources can include activities such as, but not limited to, erecting, installing, constructing, repairing, adjusting, inspecting, cleaning, operating, or maintaining FAA radar and/or test equipment. The energy sources include, but are not limited to, electrical, mechanical, hydraulic, pneumatic, chemical, radiation, thermal, compressed air, energy stored in springs, and potential energy from suspended parts (i.e., gravity).

2. Legal and Other Requirements (specific to activities):

- Refer to Section 5 of MMAC-OSHMP-3.1, Legal & Other Requirements.
- Technical Manuals for Equipment
- Logistics Center Support Contracts

3. Operational Controls (such as engineering, administrative where applicable):

WI-30-09-16	WI-AML-OHS-1910.147-002
WI-AML-OHS-1910.147-003	WI-AML-OHS-1910.147-004
W18000 Lockout/Tagout	AML-4000 Lockout/Tagout Work Instructions
AML-7000 Lockout/Tagout Work Instructions	AML-2000 Lockout/Tagout Work Instructions

4. Maintenance plan(s) for the operational controls:

- Operational controls shall be reviewed at least annually by the Logistics Center's designated EMS coordinator.

5. Actions to be taken if controls fail:

- Conduct after-action meeting(s) to determine the root cause of failure(s) and modify the documentation and any associated training.

6. Record(s):

- Maintain training records for all affected Logistics Center employees and minutes of all after-action meetings if controls fail.

7. Responsibility:

Controls (from Section 3 above)	Responsible Individual
WI-30-09-16	Logistics Center EOSH Coordinator
WI-AML-OHS-1910.147-002	Logistics Center EOSH Coordinator
WI-AML-OHS-1910.147-003	Logistics Center EOSH Coordinator
WI-AML-OHS-1910.147-004	Logistics Center EOSH Coordinator
AML-2000 Lockout/Tagout Work Instructions	AML-2000 OSH POC
AML-4000 Lockout/Tagout Work Instructions	AML-4000 OSH POC
AML-7000 Lockout/Tagout Work Instructions	AML-7000 OSH POC
W18000 Lockout/Tagout	AML-8000 OSH POC

8. Competency (as evidenced by training, experience, or education.)

Title or Name	Competence
Logistics Center EOSH Coordinator	Certified Safety Professional
AML-2000 OSH POC	Safety Training & Experience
AML-4000 OSH POC	Safety Training & Experience
AML-7000 OSH POC	Safety Training & Experience
AML-8000 OSH POC	Safety Training & Experience
Authorization <i>Michelle Coppedge</i> Top Management Michelle Coppedge	
Date 3/21/11	

Operational Control Document

A. Significant OSH Hazard: Falls

B. Objective(s): (1) Comply with applicable regulations and other requirements & (2) protect Logistics Center personnel from fall hazards

C. Document Control Code: AML30-OC-5.1-1

D. Date: June 16, 2009 (Original)

Revision Date:

- February 1, 2010: **Annual Review** – Changed Section 2 to refer to MMAC OSHMP and updated Authorization section.
- March 30, 2011: **Annual Review** – Updated Sections 1, 3, 7, and 8.

1. Source of Hazard (activities):

- Work on elevated surfaces, ladders, tower, or material handling equipment
- Work on floor-level surfaces
- Trip hazards from equipment, tools, cords, stairs, curbs, or uneven surfaces
- Slip hazards from wet floors, ice on ground, leaking equipment, et cetera

2. Legal and Other Requirements (specific to activities):

- Refer to Section 5 of MMAC-OSHMP-5.1, Legal & Other Requirements.
- Logistics Center Support Contracts

3. Operational Controls (such as engineering, administrative where applicable):

- Employees who work on unprotected surfaces at heights greater than 6 feet will be protected from falling by a personal fall arrest system or other system as outlined in 29 CFR 1926.503(a)(2)(iii).
- Employees who must don a personal fall arrest system or otherwise be protected from a fall hazard will receive training that meets the requirements set forth in 29 CFR 1926.503(a).

4. Maintenance plan(s) for the operational controls:

- Operational controls shall be reviewed at least annually by the Logistics Center's designated OSHMS coordinator.

5. Actions to be taken if controls fail:

- Complete AC Form 3900-11 form and submit to AMP-100A.

6. Record(s):

- Maintain training records for all affected Logistics Center employees.

7. Responsibility:

Controls (from Section 3 above)	Responsible Individual
All	Logistics Center EOSH Coordinator

8. Competency (as evidenced by training, experience, or education.)

Title or Name	Competence
Logistics Center EOSH Coordinator	Certified Safety Professional

Authorization

Michelle Coppedge

Date

4/6/11

Top Management

Michelle Coppedge

Operational Control Document

A. Significant OSH Hazard: Fire/Heat

B. Objective(s): (1) Comply with applicable regulations and other requirements & (2) protect Logistics Center personnel from serious fire/heat hazards

C. Document Control Code: AML30-OC-6.1-1

D. Date: June 16, 2009 (Original)

Revision Date:

- February 1, 2010: **Annual Review.** Changed Section 2 to refer to MMAC OSHMP and updated Authorization section.
- March 14, 2011: **Annual Review.** Updated WIs in Section 3.

1. Source of Hazard (activities):

- Welding, Cutting, & Brazing
- Use of Flammable Items
- Chemical Storage
- Storage of Combustible Items

2. Legal and Other Requirements (specific to activities):

- Refer to Section 5 of MMAC-OSHMP-6.1, Legal & Other Requirements.
- Logistics Center Support Contracts

3. Operational Controls (such as engineering, administrative where applicable):

WI-4020-04-00000003

WI-4000-07-000000XX Series

4. Maintenance plan(s) for the operational controls:

- Operational controls shall be reviewed at least annually by the Logistics Center's designated OSHMS coordinator.

5. Actions to be taken if controls fail:

- Conduct after-action meeting(s), if necessary, to determine the root cause of failure(s) and modify the documentation and any associated training.

6. Record(s):

- Maintain training records for all affected Logistics Center employees and minutes of all after-action meetings if controls fail.

7. Responsibility:

Controls (from Section 3 above)

AML-4000 Work Instructions (WIs)

Responsible Individual

AML-4000 OSH POC

8. Competency (as evidenced by training, experience, or education.)

Title or Name

AML-4000 OSH POC

Logistics Center EOSH Coordinator

Competence

Safety Training & Experience

Certified Safety Professional

Authorization

Michelle Coppedge
Top Management Michelle Coppedge

Date

3/25/11

Operational Control Document

A. Significant OSH Hazard: Noise

B. Objective(s): Maintain Compliance with applicable Federal and other requirements.

C. Document Control Code: AML30-OC-7.1-1

D. Date: June 16, 2009 (Original)

Revision Date:

- February 1, 2010: **Annual Review** - Changed Section 2 to refer to MMAC OSHMP and updated Authorization section.
- April 5, 2011: **Annual Review** - Updated Section 8 Competence.

1. Source of Hazard (activities): Hazardous noise can include, but is not limited to, noise generated by machine operations, metal fabrication, woodworking equipment operation, pneumatic tool operation, power tool operation, impact tool operation, running and idling vehicles, and start-up & operation of generators.

2. Legal and Other Requirements (specific to activities):

- Refer to Section 5 of MMAC-OSHMP-7.1, Legal & Other Requirements.
- Logistics Center Support Contracts

3. Operational Controls (such as engineering, administrative where applicable):

- Use appropriate hearing protection for the job task.
- Provide employees with adequate hearing protection from hazardous noise levels and enforce the use of appropriate hearing protection.
- Notify AMP-100A of any equipment procurements, new work processed, or change in operations or work environments that may expose individuals to hazardous noise levels.
- Ensure that employees enrolled in the Hearing Conservation Program comply with required baseline, periodic, and exit (termination) audiometric testing and required annual training.
- Ensure that facilities and equipment that may expose employees to hazardous noise levels have proper warning signage posted.

4. Maintenance plan(s) for the operational controls:

- Operational controls shall be reviewed at least annually by the Logistics Center's designated OSHMS coordinator.
- Review organization personnel enrolled in the Hearing Conservation Program at least annually.

5. Actions to be taken if controls fail:

- Conduct after-action meeting(s), if necessary, to determine the root cause of failure(s) and modify the documentation and any associated training.

6. Record(s):

- Maintain training records for all affected Logistics Center employees and minutes of all after-action meetings if controls fail.

7. Responsibility:

Controls (from Section 3 above)	Responsible Individual
All	Logistics Center's EOSH Coordinator
All	Affected OSH POCs

8. Competency (as evidenced by training, experience, or education.)

Title or Name	Competence
Logistics Center EOSH Coordinator	Certified Safety Professional, Registered Environmental Manager

Authorization *Michelle Coppedge*
Top Management Michelle Coppedge

Date 4/16/11

Operational Control Document

A. Significant OSH Hazard: Physical

B. Objective(s): Comply with applicable regulations and other requirements

C. Document Control Code: AML30-OC-8.1-1

D. Date: June 16, 2009 (Original)

Revision Date:

- February 1, 2010: **Annual Review** – Changed Section 2 to refer to MMAC OSHMP, updated Authorization section, and added a requirement to Section 5.
- April 5, 2011: **Annual Review** – Updated Sections 3 and 8 (Competence).

1. Source of Hazard (activities):

- Forklift Operations

2. Legal and Other Requirements (specific to activities):

- Refer to Section 5 of MMAC-OSHMP-8.1, Legal & Other Requirements.
- Logistics Center Support Contracts

3. Operational Controls (such as engineering or administrative where applicable):

- Operate forklifts in accordance with site-specific operating procedures.
- Ensure that personnel are trained to the appropriate level as required by their work tasks.
- Conduct daily forklift inspections and complete the appropriate form.
- Ensure that the equipment is maintained in good, working condition.

4. Maintenance plan(s) for the operational controls:

- Operational controls shall be reviewed at least annually by the Logistics Center's designated OSHMS coordinator.

5. Actions to be taken if controls fail:

- Conduct after-action meeting(s), if necessary, to determine the root cause of failure(s) and modify the documentation and any associated training.
- Complete an AC Form 3900-11 in the event of a near miss or property damage.
- Contact AMP-100A for refresher training.

6. Record(s):

- Maintain minutes of all after-action meetings if controls fail.
- Records of Forklift Operator Training
- MMAC Forklift License

7. Responsibility:

Controls (from Section 3 above)	Responsible individual
Operate forklifts in accordance with site-specific operating procedures.	Forklift Operators
Ensure that personnel are trained to the appropriate level as required by their work tasks.	Responsible Branch Management
Conduct daily forklift inspections.	Forklift Operators
Ensure that the equipment is maintained in good, working condition.	Responsible Branch Management

8. Competency (as evidenced by training, experience, or education.)

Title or Name	Competence
Logistics Center EOSH Coordinator	Certified Safety Professional, Registered Environmental Manager
Forklift Operators	Forklift Operator Training
Responsible Branch Management	Safety Training

Authorization *Michelle Coppedge*
Top Management Michelle Coppedge

Date 4/6/11

Operational Control Document

A. Significant OSH Hazard: Physical

B. Objective(s): (1) Comply with applicable regulations and other requirements & (2) protect Logistics Center personnel from serious crane, sling, & hoist hazards

C. Document Control Code: AML30-OC-8.1-2

D. Date: June 17, 2009 (Original)

Revision Date:

- February 2, 2010: **Annual Review** – Changed Section 2 to refer to MMAC OSHMP, updated Authorization section, and added a requirement to Section 5.
- March 8, 2011: **Annual Review** – Changed Section 8 Competence for Organization OSH Coordinator to Safety Training & Experience.

1. Source of Hazard (activities):

- Crane & Hoist Operations

2. Legal and Other Requirements (specific to activities):

- Refer to Section 5 of MMAC-OSHMP-8.1, Legal & Other Requirements.
- Logistics Center Support Contracts

3. Operational Controls (such as engineering, administrative where applicable):

- Operate hoists according to site-specific operating procedures.
- Ensure that personnel are trained to the appropriate level as required by their work tasks.
- Perform inspections in accordance with ASME B30.16-2.1.
- Ensure that hoisting equipment is maintained in good operating condition.

WI-4020-03-00000006

4. Maintenance plan(s) for the operational controls:

- Operational controls shall be reviewed at least annually by the Logistics Center's designated OSHMS coordinator.

5. Actions to be taken if controls fail:

- Conduct after-action meeting(s), if necessary, to determine the root cause of failure(s) and modify the documentation and any associated training.
- Complete an AC Form 3900-11 in the event of a near miss or property damage.

6. Record(s):

- Maintain training records for all affected Logistics Center employees and minutes of all after-action meetings if controls fail.

7. Responsibility:

Controls (from Section 3 above)

AML-4000 Work Instruction (WI)

Operate hoists according to site-specific operating procedures.

Ensure that personnel are trained to the appropriate level as required by their work tasks.

Perform inspections in accordance with ASME B30.16-2.1.

Ensure that hoisting equipment is maintained in good operating condition.

Responsible individual

AML-4000 OSH POC

Hoist Operators

Responsible Organization Manager(s)

Hoist Operators or OSH Coordinator

Hoist Operators or OSH Coordinator

8. Competency (as evidenced by training, experience, or education.)

Title or Name	Competence
Logistics Center EOSH Coordinator	Certified Safety Professional
AML-4000 OSH POC	Safety Training & Experience
Hoist Operators	Hoist Operator Training
Organization OSH Coordinator	Safety Training & Experience
Responsible Organization Manager(s)	Qualifications are listed in applicable job description and job performance standards

Authorization

Top Management *Michelle Coppedge*

Date

3/8/11